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November 22, 2017

*not admitted in MD

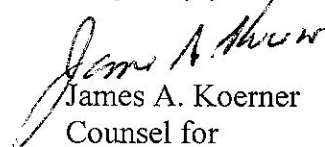
Marlene H. Dortch, Secretary
Federal Communications Commission
The Portals, TW-A325
445 Twelfth Street, S.W.
Washington, DC 20554

Dear Ms. Dortch:

On behalf of Hagerstown Broadcasting Company and WHGT Christian Radio, LLC, there are transmitted herewith an original and two copies of a Joint Request for Approval of Settlement Agreement and Dismissal of Application in settlement of Mutual Exclusivity Group 29 in FM Translator Auction 99. In accordance with the instructions in paragraph 10 of Public Notice DA 17-935, released September 28, 2017, two additional copies of the Joint Request are also enclosed.

Should additional information be required in connection with this matter, please communicate with counsel for the parties.

Very truly yours,



James A. Koerner
Counsel for
Hagerstown Broadcasting Company

Cc: Matthew H. McCormick, Esq.

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of Applications of:)	
)	
HAGERSTOWN BROADCASTING COMPANY)	File No. 20170731ADK
)	
For new FM Translator Station at)	
Hagerstown, Maryland)	
)	
And)	
)	
WHGT CHRISTIAN RADIO, LLC)	File No. 20170726AFE
)	
For new FM Translator Station at)	
Maugansville, Maryland)	
)	
To: Office of the Secretary		
Attn: Chief, Audio Division, Media Bureau		

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT
AND DISMISSAL OF APPLICATION**

Hagerstown Broadcasting Company ("HBC") and WHGT Christian Radio, LLC ("WHGT"), by their respective attorneys, hereby request approval of a Settlement Agreement, and dismissal of the WHGT application. In support hereof, the following is submitted.

HBC and WHGT each filed a timely application for a new FM translator station in the July 26-August 2, 2017 filing window for Auction 99. By Public Notice released September 28, 2017, these applications were designated MX Group 29.¹

¹ Public Notice, *Settlement Period Announced for Cross-Service FM Translator Mutually Exclusive Applications for Auction 99*, DA-935, released September 28, 2017. ("*Settlement Public Notice*").

The *Settlement Public Notice* provided that mutually-exclusive applicants could resolve such mutual-exclusivity through settlement agreements, and that such agreements must be filed on or before November 29, 2019.

HBC and WHGT have reached such a settlement agreement whereby WHGT would dismiss its application in exchange for monetary consideration. This would result in a "universal" settlement, permitting the HBC application to move forward as a "singleton".

In accordance with the procedures set forth in the *Settlement Public Notice* and Section 73.3525 of the Rules,² attached are the following: (a) an executed copy of the Settlement Agreement; (b) a Declaration of WHGT's consulting engineer Jeff Reynolds verifying the engineering fees and expenses WHGT reasonably and prudently incurred in the preparation of its above-captioned application; and (c) a Declaration of Matthew H. McCormick, counsel for WHGT, verifying the legal fees and expenses WHGT reasonably incurred in the preparation and prosecution of its above-captioned application. The Settlement Agreement submitted herewith contains attestations under penalty of perjury of compliance with the Section 73.3525 requirements, *i.e.*, (a) the respective applications were not filed with the FCC for the purpose of reaching or carrying out a settlement agreement; (b) the Settlement Agreement fully discloses all terms of settlement between the parties; and (c) the parties believe that the Settlement Agreement will serve the public interest because it will expedite a new broadcast service and will conserve the resources of the parties and the FCC..

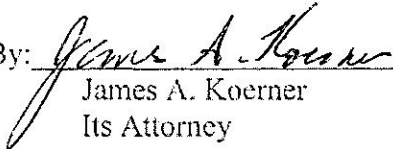
Accordingly, it is requested that the attached Settlement Agreement be approved, that the above-captioned application of WHGT be dismissed, and that the above-

² 47 CFR § 73.3525.

captioned application of HBC be designated as a singleton to go forward with the application process.

Respectfully submitted,

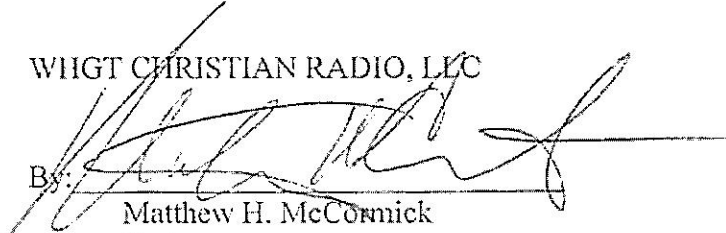
HAGERSTOWN BROADCASTING COMPANY

By: 
James A. Koerner
Its Attorney

Koerner & Olender, P.C.
7020 Richard Drive
Bethesda, MD 20817
(301)468-3336

November 21, 2017

WHGT CHRISTIAN RADIO, LLC

By: 
Matthew H. McCormick
Its Attorney

Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street
11th Floor
Arlington, VA 22209
(703)812-0400

November 21, 2017

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the last date set forth below, by and between Hagerstown Broadcasting Company (HBC") and WHGT Christian Radio, LLC ("WHGT").

WHEREAS, the parties have filed mutually-exclusive applications with the Federal Communications Commission ("FCC") seeking FC authorization to operate a new FM translator station on 104.3 MHz, which applications have been designated by the FCC as MX Group Number 29 in Auction 99;

WHEREAS, HBC has offered consideration to WHGT in return for the dismissal of its application, contingent upon the fulfillment of certain conditions specified herein;

WHEREAS, WHGT is willing to request dismissal of its application in return for the agreed upon consideration and upon the fulfillment of certain conditions specified herein; and

WHEREAS, the parties believe that settlement of this proceeding would be in the public interest as it would expedite the early provision of FM broadcast translator service in furtherance of the revitalization of AM broadcasting.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. DISMISSAL OF APPLICATION. Subject to the approval of this Agreement by the FCC or its delegatee, WHGT shall dismiss its pending application for construction permit for a new FM translator broadcast station at Maugansville, Maryland.

2. CONSIDERATION. In consideration for the dismissal of the WHGT application, HBC agrees to pay to WHGT the sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) or such lesser amount as may be approved by the FCC. Within ten (10) business days after the FCC approval of this Agreement and dismissal of the WHGT application, the consideration shall be paid to WHGT or its designee.
3. BEST EFFORTS. The parties to this Agreement agree to cooperate fully with each other in good faith and to use their individual and joint best efforts to obtain FCC approval of this Agreement, cause the dismissal of the WHGT application, and take such other action as may be necessary or appropriate to effectuate the purposes of this Agreement. The parties further warrant and covenant that their respective partners, officers, directors, shareholders, employees and agents will observe and honor the mutual commitments set forth in the preceding sentence. The parties and their counsel shall promptly prepare and file with the FCC a joint request for approval of this Agreement and dismissal of the WHGT application.
4. BINDING EFFECT. Each party represents to the other that (a) such party has full right and legal power to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) such party is not under any restrictions, contractual or otherwise, which are inconsistent with this Agreement or which would prevent or preclude such party from entering into this Agreement or from performing such party's obligations

hereunder; (c) the individual signing this Agreement on such party's behalf has full authority to do so; and (d) this Agreement is enforceable against such party in accordance with its terms. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

5. DEFAULT. In the event of default in the performance of the obligations imposed upon either party to this Agreement, the other party shall be entitled to pursue any remedies for redress of injuries from such default that are available at law or in equity or otherwise including reasonable attorney's fees and court costs incurred in enforcing this Agreement. The parties agree that damages alone may not be sufficient to compensate for a default in the performance of this Agreement. Therefore, each party agrees that any remedy may include a request for specific performance of this Agreement, and each party agrees to waive the defense that the injured party has an adequate remedy at law.
6. FCC APPROVAL. If the FCC or its delegatee, for any reason, fails to approve this Agreement within sixty (60) days after submission of a joint request seeking such approval, then either party, not then in default, may terminate this Agreement upon ten (10) days written notice to the other, following which the parties shall be entitled to resume prosecution of their individual applications.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreements between the parties hereto. All prior negotiations, agreements, rights and obligations between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings, agreements, rights or obligations other than those expressly set forth herein. No modification, amendment, or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing signed by a duly authorized representative of the party to be charged with such modification, amendment or waiver.
8. NOTICE. Any notice required by or relating to this Agreement shall be deemed given when mailed by registered or certified mail, postage prepaid, to such address as is shown below, or to such other address as shall be designated by either party.

If to HBC:

Hagerstown Broadcasting Company
Attn.: John T. Staub
1135 Haven Road
Hagerstown, MD 21742

With copy (which shall not constitute notice) to

James A. Koerner, Esq.
Koerner & Olender, P.C.
7020 Richard Drive
Bethesda, MD 20817

If to WHGT:

WHGT Christian Radio, LLC
16221 National Pike
Hagerstown, MD 21740

With copy (which shall not constitute notice) to

Matthew H. McCormick, Esq.
Fletcher, Held & Hildreth, PLC
1300 North 17th Street
11th Floor
Arlington, VA 22209

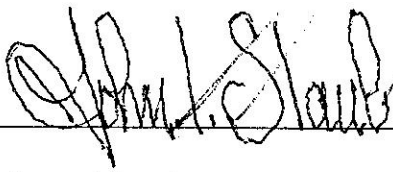
9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.
10. HEADINGS. The headings contained in this Agreement have been inserted for the purpose of convenience only and shall be given no effect in the construction or interpretation of this Agreement.
11. CHOICE OF LAW. This Agreement has been made pursuant to, and shall be governed and construed in accordance with, the laws of the State of Maryland (other than the choice of law rules used in that jurisdiction), the Communications Act of 1934, as amended, and the FCC's Rules and Regulations.
12. SECTION 73.3525 ATTESTATION. The signatories to this Agreement hereby declare, under penalty of perjury, that, consistent with Section

73.3525(a) of the FCC's Rules and Regulations: (a) their respective applications were not filed with the FCC for the purpose of reaching or carrying out a settlement agreement; (b) this Agreement fully discloses all terms of settlement between the parties; and (c) they believe that this Agreement will serve the public interest because it will expedite a new broadcast service and will conserve the resources of the parties and the FCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the signatures of their duly authorized representatives as affixed below.

HAGERSTOWN BROADCASTING COMPANY

Date: 11/14/17

By: 
Its: President

WHGT CHRISTIAN RADIO, LLC

Date: _____

By: _____

Its: _____

broadcast service and will conserve the resources of the parties and the
FCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by
the signatures of their duly authorized representatives as affixed below.

HAGERSTOWN BROADCASTING COMPANY

Date: _____

By: _____

Its: _____

WHGT CHRISTIAN RADIO, LLC

Date: 11-14-17

By: 

Its: General Manager

**Declaration of
W. Jeffrey Reynolds**

I, W. Jeffrey Reynolds, hereby declare under penalty of perjury that the following is true and correct.

As an engineer with the firm duTreil, Lundin & Rackley, Inc. ("DLR"), I served as the consulting engineer for WHGT Christian Radio, LLC ("WHGT") in connection with its short-form application for a new FM Translator Station to rebroadcast Station WHGT, Maugansville, Maryland – FCC File No. BNPFT-20170726AFE.

In connection with the preparation and prosecution of that short-form application, WHGT incurred fees and expenses in the amount of \$2,375.00. All fees were charged at or below DLR's ordinary and customary rates.

Execute this 15th day of November, 2017.



W. Jeffrey Reynolds

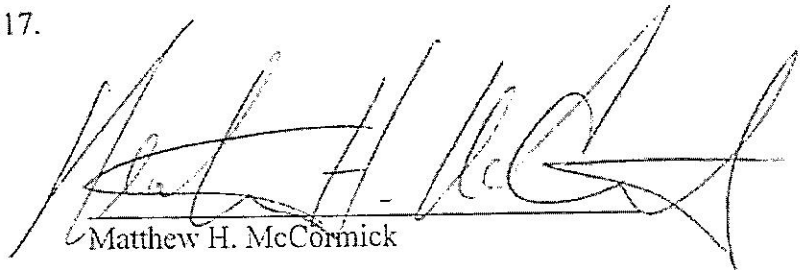
Declaration of
Matthew H. McCormick

I, Matthew H. McCormick, hereby declare under penalty of perjury that the following is true and correct.

I am a Member of the law firm Fletcher, Heald & Hildreth, P.L.C. ("FHH"), which has served as the communications counsel for WHGT Christian Radio, LLC ("WHGT") in connection with its short-form application in FCC Auction 99 (FCC File No. BNPFT-20170726AFE) for a new FM Translator Station to rebroadcast Station WHGT (AM), Maugansville, Maryland.

In connection with the preparation and prosecution of that short-form application, WHGT incurred legal fees and expenses in the amount of \$3,510.00. All fees were charged at or below FHH's ordinary and customary rates.

Execute this 21st day of November, 2017.


Matthew H. McCormick